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21 **UNITED STATES DISTRICT COURT**  
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23 **CENTRAL DISTRICT OF CALIFORNIA**  
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C.C. CALZONE, LLC, a California  
Limited Liability Company,

Plaintiff,

V.

PARAGON AVIATION  
LOGISTICS, INC., a Nevada  
Corporation,

Defendant.

**PARAGON AVIATION  
LOGISTICS, INC., a Nevada  
Corporation,**

Counterclaimant,

V.

C.C. CALZONE, LLC, a California  
Limited Liability Company,

Counter-Defendant.

## 1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth  
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
3 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
4 procedures that must be followed and the standards that will be applied when a  
5 party seeks permission from the court to file material under seal.

6  
7 GOOD CAUSE STATEMENT  
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9 This action is likely to involve trade secrets, customer and pricing lists and  
10 other valuable research, development, commercial, financial, technical and/or  
11 proprietary information for which special protection from public disclosure and  
12 from use for any purpose other than prosecution of this action is warranted. Such  
13 confidential and proprietary materials and information consist of, among other  
14 things, confidential business or financial information, information regarding  
15 confidential business practices, or other confidential research, development, or  
16 commercial information (including information implicating privacy rights of third  
17 parties), information otherwise generally unavailable to the public, or which may  
18 be privileged or otherwise protected from disclosure under state or federal statutes,  
19 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
20 information, to facilitate the prompt resolution of disputes over confidentiality of  
21 discovery materials, to adequately protect information the parties are entitled to  
22 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
23 of such material in preparation for and in the conduct of trial, to address their  
24 handling at the end of the litigation, and serve the ends of justice, a protective order  
25 for such information is justified in this matter.

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1 It is the intent of the parties that information will not be designated as  
2 confidential for tactical reasons and that nothing be so designated without a good  
3 faith belief that it has been maintained in a confidential, non-public manner, and  
4 there is good cause why it should not be part of the public record of this case.

5 2. DEFINITIONS

6 2.1 Action: This pending federal lawsuit.

7 2.2 Challenging Party: a Party or Non-Party that challenges the  
8 designation of information or items under this Order.

9 2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEY  
10 EYES ONLY” Information or Items: information (regardless of how it is  
11 generated, stored or maintained) or tangible things that qualify for protection under  
12 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause  
13 Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
15 their support staff).

16 2.5 Designating Party: a Party or Non-Party that designates information or  
17 items that it produces in disclosures or in responses to discovery as  
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEY EYES  
19 ONLY.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless  
21 of the medium or manner in which it is generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, and tangible things), that are produced  
23 or generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve  
26 as an expert witness or as a consultant in this Action.

27 2.8 “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY” -  
28 Material to be shield from public access, restricted from any access by the parties,

1 and available for review by Outside Counsel for the parties and others are  
2 governed by the provisions below. Such material may include the following types  
3 of information: (1) sensitive technical information, including current research,  
4 development and manufacturing information; (2) sensitive business information,  
5 including highly sensitive financial or marketing information; (3) competitive  
6 technical information, including technical analyses or comparisons of competitor's  
7 products or services; (4) competitive business information, including non-public  
8 financial and marketing analyses, media scheduling, comparisons of competitor's  
9 products or services, and strategic product/service expansion plans; (5) personal  
10 health or medical information; (6) an individual's personal credit, banking or other  
11 financial information; or (7) any other commercially sensitive information the  
12 disclosure of which to non-qualified persons subject to this Order the producing  
13 party reasonably and in good faith believes would likely cause harm.

14       2.9     House Counsel: attorneys who are employees of a party to this Action.  
15 House Counsel does not include Outside Counsel of Record or any other outside  
16 counsel.

17       2.10   Non-Party: any natural person, partnership, corporation, association,  
18 or other legal entity not named as a Party to this action.

19       2.11   Outside Counsel of Record: attorneys who are not employees of a  
20 party to this Action but are retained to represent or advise a party to this Action  
21 and have appeared in this Action on behalf of that party or are affiliated with a law  
22 firm which has appeared on behalf of that party, and includes support staff.

23       2.12   Party: any party to this Action, including all of its officers, directors,  
24 employees, consultants, retained experts, and Outside Counsel of Record (and their  
25 support staffs).

26       2.13   Producing Party: a Party or Non-Party that produces Disclosure or  
27 Discovery Material in this Action.  
28

1           2.14 Professional Vendors: persons or entities that provide litigation  
2 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
4 and their employees and subcontractors.

5           2.15 Protected Material: any Disclosure or Discovery Material that is  
6 designated as “CONFIDENTIAL or “HIGHLY CONFIDENTIAL - ATTORNEY  
7 EYES ONLY.”

8           2.16 Receiving Party: a Party that receives Disclosure or Discovery  
9 Material from a Producing Party.

### 10 11 3. SCOPE

12           The protections conferred by this Stipulation and Order cover not only  
13 Protected Material (as defined above), but also (1) any information copied or  
14 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15 compilations of Protected Material; and (3) any testimony, conversations, or  
16 presentations by Parties or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of the  
18 trial judge. This Order does not govern the use of Protected Material at trial.

### 19 20 4. DURATION

21           Even after final disposition of this litigation, the confidentiality obligations  
22 imposed by this Order shall remain in effect until a Designating Party agrees  
23 otherwise in writing or a court order otherwise directs. Final disposition shall be  
24 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
25 with or without prejudice; and (2) final judgment herein after the completion and  
26 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
27 including the time limits for filing any motions or applications for extension of  
28 time pursuant to applicable law.

1  
2 **5. DESIGNATING PROTECTED MATERIAL**

3 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

4 Each Party or Non-Party that designates information or items for protection  
5 under this Order must take care to limit any such designation to specific material  
6 that qualifies under the appropriate standards. The Designating Party must  
7 designate for protection only those parts of material, documents, items, or oral or  
8 written communications that qualify so that other portions of the material,  
9 documents, items, or communications for which protection is not warranted are not  
10 swept unjustifiably within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (e.g., to unnecessarily encumber the case development process or to  
14 impose unnecessary expenses and burdens on other parties) may expose the  
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items that it  
17 designated for protection do not qualify for protection, that Designating Party must  
18 promptly notify all other Parties that it is withdrawing the inapplicable designation.

19 **5.2 Manner and Timing of Designations.** Except as otherwise provided in  
20 this Order (see, e.g., second paragraph of section 5.2(a) and section 5.2(b) below),  
21 or as otherwise stipulated or ordered, Disclosure or Discovery Material that  
22 qualifies for protection under this Order must be clearly so designated before the  
23 material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic  
26 documents, but excluding transcripts of depositions or other pretrial or trial  
27 proceedings), that the Producing Party affix at a minimum, the legend  
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEY EYES"

1 ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains  
2 protected material. If only a portion or portions of the material on a page qualifies  
3 for protection, the Producing Party also must clearly identify the protected  
4 portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and  
8 before the designation, all of the material made available for inspection shall be  
9 deemed “HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY.” After the  
10 inspecting Party has identified the documents it wants copied and produced, the  
11 Producing Party must determine which documents, or portions thereof, qualify for  
12 protection under this Order. Then, before producing the specified documents, the  
13 Producing Party must affix the “CONFIDENTIAL legend” to each page that  
14 contains Protected Material. If only a portion or portions of the material on a page  
15 qualifies for protection, the Producing Party also must clearly identify the  
16 protected portion(s) (e.g., by making appropriate markings in the margins).

17 (b) for testimony given in depositions that the Designating Party identify  
18 the Disclosure or Discovery Material on the record, before the close of the  
19 deposition, all protected testimony or, in writing, within two (2) weeks of receipt  
20 of the original deposition transcript

21 (c) for information produced in some form other than documentary and  
22 for any other tangible items, that the Producing Party affix in a prominent place on  
23 the exterior of the container or containers in which the information is stored the  
24 legend “CONFIDENTIAL.” If only a portion or portions of the information  
25 warrants protection, the Producing Party, to the extent practicable, shall identify  
26 the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
28 failure to designate qualified information or items does not, standing alone, waive



1 the Designating Party's right to secure protection under this Order for such  
2 material. Upon timely correction of a designation, the Receiving Party must make  
3 reasonable efforts to assure that the material is treated in accordance with the  
4 provisions of this Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
7 designation of confidentiality at any time that is consistent with the Court's  
8 Scheduling Order.

9 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
10 resolution process under Local Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such challenge proceeding shall be  
12 on the Designating Party. Frivolous challenges, and those made for an improper  
13 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
14 parties) may expose the Challenging Party to sanctions. Unless the Designating  
15 Party has waived or withdrawn the confidentiality designation, all parties shall  
16 continue to afford the material in question the level of protection to which it is  
17 entitled under the Producing Party's designation until the Court rules on the  
18 challenge.

19 7. ACCESS TO AND USE OF PROTECTED MATERIAL

20 7.1 Basic Principles. A Receiving Party may use Protected Material that  
21 is disclosed or produced by another Party or by a Non-Party in connection with this  
22 Action only for prosecuting, defending, or attempting to settle this Action. Such  
23 Protected Material may be disclosed only to the categories of persons and under  
24 the conditions described in this Order. When the Action has been terminated, a  
25 Receiving Party must comply with the provisions of section 13 below (FINAL  
26 DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed

1 deposition testimony or exhibits to depositions that reveal Protected Material may  
2 be separately bound by the court reporter and may not be disclosed to anyone  
3 except as permitted under this Stipulated Protective Order; and

4 (i) any mediator or settlement officer, and their supporting personnel,  
5 mutually agreed upon by any of the parties engaged in settlement discussions.

6 7.3 Disclosure of HIGHLY CONFIDENTIAL - ATTORNEY EYES ONLY  
7 Material without Further Approval. Unless permitted in writing by the designator,  
8 a receiving party may disclose material designated HIGHLY CONFIDENTIAL -  
9 ATTORNEY EYES ONLY without further approval only to:

10 7.3.1 The receiving party's outside counsel of record in this action and  
11 employees of outside counsel of record to whom it is reasonably necessary to  
12 disclose the information;

13 7.3.2 The Court and its personnel;

14 7.3.3 Outside court reporters and their staff, professional jury or trial  
15 consultants, and professional vendors to whom disclosure is reasonably necessary;

16 7.3.4 The author or recipient of a document containing the material, or  
17 a custodian or other person who otherwise possessed or knew the information; and,

18 7.3.5 Experts (as defined in this Order) of the Receiving Party to who  
19 disclosure is reasonably necessary for this Action and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A).  
21

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation  
25 that compels disclosure of any information or items designated in this Action as  
26 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEY EYES  
27 ONLY," that Party must:  
28

1 (a) promptly notify in writing the Designating Party. Such notification  
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or order  
4 to issue in the other litigation that some or all of the material covered by the  
5 subpoena or order is subject to this Protective Order. Such notification shall  
6 include a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be  
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served with the  
10 subpoena or court order shall not produce any information designated in this action  
11 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEY EYES  
12 ONLY” before a determination by the court from which the subpoena or order  
13 issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that  
15 court of its confidential material and nothing in these provisions should be  
16 construed as authorizing or encouraging a Receiving Party in this Action to  
17 disobey a lawful directive from another court.

18 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
19 PRODUCED IN THIS LITIGATION

20 (a) The terms of this Order are applicable to information produced by a  
21 Non-Party in this Action and designated as “CONFIDENTIAL or “HIGHLY  
22 CONFIDENTIAL – ATTORNEY EYES ONLY.” Such information produced by  
23 Non-Parties in connection with this litigation is protected by the remedies and  
24 relief provided by this Order. Nothing in these provisions should be construed as  
25 prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and,

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

1 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other  
5 protection, the obligations of the Receiving Parties are those set forth in Federal  
6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
7 whatever procedure may be established in an e-discovery order that provides for  
8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
10 of a communication or information covered by the attorney-client privilege or  
11 work product protection, the parties may incorporate their agreement in the  
12 stipulated protective order submitted to the court.  
13

14 12. MISCELLANEOUS

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of  
16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
18 Protective Order, no Party waives any right it otherwise would have to object to  
19 disclosing or producing any information or item on any ground not addressed in  
20 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
21 any ground to use in evidence of any of the material covered by this Protective  
22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
25 may only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information  
28 in the public record unless otherwise instructed by the court.

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2 13. FINAL DISPOSITION

3 After the final disposition of this Action, as defined in paragraph 4, within  
4 60 days of a written request by the Designating Party, each Receiving Party must  
5 return all Protected Material to the Producing Party or destroy such material. As  
6 used in this subdivision, “all Protected Material” includes all copies, abstracts,  
7 compilations, summaries, and any other format reproducing or capturing any of the  
8 Protected Material. Whether the Protected Material is returned or destroyed, the  
9 Receiving Party must submit a written certification to the Producing Party (and, if  
10 not the same person or entity, to the Designating Party) by the 60 day deadline that  
11 (1) identifies (by category, where appropriate) all the Protected Material that was  
12 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
13 copies, abstracts, compilations, summaries or any other format reproducing or  
14 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
15 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
16 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
17 and trial exhibits, expert reports, attorney work product, and consultant and expert  
18 work product, even if such materials contain Protected Material. Any such  
19 archival copies that contain or constitute Protected Material remain subject to this  
20 Protective Order as set forth in Section 4 (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: December 6, 2018

/s/ Ben T. Lila  
MANDOUR & ASSOCIATES, APC  
Attorneys for Plaintiff

DATED: December 6, 2018

/s/ Matthew Swanlund  
AESTHETIC LEGAL, A.P.L.C

/s/ Paul D. Supnik  
Paul D. Supnik  
Attorneys for Defendant

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: December 07, 2018

Karen E. Scott  
Honorable Karen E. Scott  
UNITED STATES MAGISTRATE JUDGE



1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, \_\_\_\_\_ [print or type full name], of  
4 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
5 that I have read in its entirety and understand the Stipulated Protective Order that  
6 was issued by the United States District Court for the Central District of California  
7 on [date] in the case of *C.C. Calzone, LLC v. Paragon Aviation Logistics, Inc.*,  
8 Civil Case No. 8:18-cv-01587-JVS-KES. I agree to comply with and to be bound  
9 by all the terms of this Stipulated Protective Order and I understand and  
10 acknowledge that failure to so comply could expose me to sanctions and  
11 punishment in the nature of contempt. I solemnly promise that I will not disclose  
12 in any manner any information or item that is subject to this Stipulated Protective  
13 Order to any person or entity except in strict compliance with the provisions of this  
14 Order.

15 I further agree to submit to the jurisdiction of the United States District  
16 Court for the Central District of California for the purpose of enforcing the terms  
17 of this Stipulated Protective Order, even if such enforcement proceedings occur  
18 after termination of this action. I hereby appoint \_\_\_\_\_  
19 [print or type full name] of \_\_\_\_\_ [print  
20 or type full address and telephone number] as my California agent for service of  
21 process in connection with this action or any proceedings related to enforcement of  
22 this Stipulated Protective Order.

23 Date: \_\_\_\_\_

24 City and State where sworn and signed: \_\_\_\_\_

25 Printed name: \_\_\_\_\_

26 Signature: \_\_\_\_\_